

## **EXHIBIT G**

### **TRANSITION TO A NEW CONCESSIONER**

#### **Section 1. In General**

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this CONTRACT for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this CONTRACT after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to park area visitors and minimize transition expenses.

#### **Section 2. Cooperation Prior to the Termination Date**

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this CONTRACT, the Concessioner shall, notwithstanding such notification:

**(a) Continue Operations.** Continue to provide visitor services and otherwise comply with the terms of the CONTRACT in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously, and with a view to maintaining customer satisfaction.

**(b) Designating a Point of Contact and Other Actions.** Cooperate with the Director and the New Concessioner to ensure the smooth transition of operations by: (1) designating one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner; (2) providing the Director and the New Concessioner with access to any assigned Concessioner Facilities, including "back-of-house areas" and including copies of the keys to assigned Concessioner Facilities; (3) providing the Director and the New Concessioner with full access to the books and records, licenses and all other materials pertaining to any assigned Concessioner Facilities and the Concessioner's operations in general; (4) providing the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio) service contracts and supply contracts, including contracts for on-order merchandise (collectively, "Contracts"), and copies of all liquor licenses and other licenses and permits (collectively, "Licenses"); (5) allowing the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees through a coordinated process implemented by the Concessioner; and (6) not entering into any contracts or agreements that would be binding on any assigned Concessioner Facilities or operations in general after the Termination Date without the prior written agreement of the New Concessioner.

**(c) Financial Reports.** Within 30 days after receipt of the notification of the selection of the New Concessioner, provide the New Concessioner with a financial report with respect to the operation of any assigned Concessioner Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. Thereafter, the Concessioner

shall update such financial report on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. Such financial report shall include, at a minimum, (1) a balance sheet for the Concessioner's assigned Concessioner Facilities, if any; (2) a schedule of pending accounts payable; and (3) a schedule of pending accounts receivable.

**(e) Personal Property List.** Provide the New Concessioner with a complete, detailed and well-organized list of physical inventory, supplies, and personal property owned or leased by the Concessioner in connection with its operations under the CONTRACT (including a list of such items that are on-order). The list shall be provided to the New Concessioner within thirty (30) days following receipt of the notification of the selection of the New Concessioner, shall be updated monthly thereafter, and shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of its operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

**(f) Other Information and Reports.** Provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner, and complete information with respect to: (1) utilities, including gas and electric; (2) telephone service; (3) water service; and, (4) specific opening and closing procedures. Such information shall be provided within thirty (30) days after receipt of notification of the selection of the New Concessioner, and shall be updated periodically (but no less frequently than thirty (30) days) until the Termination Date.

**(g) Other Cooperation.** Provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.

### **Section 3. Cooperation Upon the Termination Date**

Upon the Termination Date, the Concessioner shall:

**(a) Transfer of Contracts and Licenses.** Cooperate with the transfer or assignment of all Contracts and Licenses entered into by the Concessioner that the New Concessioner elects to assume.

**(b) Fees and Payments.** Within ten (10) days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the CONTRACT as of the Termination Date, including, without limitation, all deferred, accrued and unpaid fees and charges. The Concessioner shall, within ten (10) days of its delivery to the Director of this itemized statement, pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

**(c) Access to Records.** Notwithstanding any other provision of this CONTRACT to the contrary, upon the Termination Date, the Concessioner shall make available to the Director for the Director's collection, retention and use, copies of all books, records, licenses, permits and other information in the Concessioner's possession or control that in the opinion of the Director, are related to or necessary for orderly and continued operations of the related facilities and services.

**(d) Other Cooperation.** Provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.